

REAL ESTATE DEED OF TRUST — MISSISSIPPI

Principal Amount \$ 14181.30	Date of Note August 23, 1993	Account No. 40913-6
(GRANTORS) (Names and Addresses) Andrew Garey Adkins and Sharon B. Adkins 7848 Missy Cove Hernando Mississippi 38671	(Beneficiary) BOOK 657 PAGE 128 COMMERCIAL CREDIT CORPORATION 4466 Elvis Presley Blvd Memphis, Tennessee 38116	

THIS DEED OF TRUST, made the date indicated immediately above the signature lines at the end hereof, between the above described Grantors (who reside at the address shown above) and the Trustee named in Paragraph 8 hereof; witnesseth:

1. Andrew Garey Adkins and Sharon B. Adkins (Borrowers) are indebted to Commercial Credit Corporation, herein called "Beneficiary", in the principal amount shown above, together with interest and charges thereon, under a Note of even date payable in installments as specified therein and secured by this Deed of Trust. If in this Deed of Trust the Grantor(s) is or includes persons other than Borrower, then Borrower only is primarily liable for payment of the promissory Note and Grantor is liable and bound by all other terms, conditions, covenants and agreements contained in this Deed of Trust, including but not limited to the right of and power of trustee to foreclose on this mortgage in the event of default by Borrower in payment of the Note.

2. For the purpose of securing repayment of said loan and interest thereon in accordance with terms of said Note, Grantors do hereby convey and warrant unto Trustee the real property (herein called "Realty") described in Paragraph 9 below.

3. This conveyance, however, is in trust to secure the prompt payment of the aforesaid indebtedness, and any and all other indebtedness that may become due and owing to the Beneficiary under the terms of this instrument and secured hereby, including the payment of any sum which may be expended or any indebtedness which may be incurred by the Beneficiary herein, or any owner or holder of the Note or notes secured hereby, in the payment of premiums for insurance or in the payment of taxes on Realty, or in the payment of attorney's fees and/or other items expended in the protection of this security. If all indebtedness secured hereby shall be promptly paid when due and demandable, including all interest and charges due thereon at the rate specified in said Note, then in that event this conveyance shall be null and void, and Beneficiary shall cancel the Deed of Trust of record at the expense of Grantors, or such of Grantors as are obligated on said Note, otherwise the Deed of Trust is to remain in full force and effect.

4. Grantors represent and warrant that they are the sole owners of such Realty, that they own it in fee simple and that there is no encumbrance of any kind against such Realty, unless noted in Paragraph 9 below. Grantors, or such of Grantors as are obligated on said Note, agree: (i) to pay promptly said debt, as provided herein and in Grantors' Note and (ii) to pay all taxes and assessments upon said Realty and/or this Deed of Trust. In addition, Grantors agree to keep said Realty free from encumbrances and in good repair. If Grantors should neglect or refuse to pay all taxes as aforesaid, Trustee at request of Beneficiary may pay all such taxes. All sums of money thus expended are secured by this Deed of Trust and shall be repayable upon demand from Grantors or may be retained from the proceeds of the sale of said Realty.

5. Grantors will at all times during the continuance of this Deed of Trust keep the buildings and improvements on said premises insured against loss or damage by fire, storm, war damage, and other hazards in such reliable insurance company, or companies, as may be acceptable to Beneficiary or the beneficiary under the first deed of trust hereinafter referred to in Paragraph 9 below, for the maximum amount of insurance obtainable or in such amount as may be approved by Beneficiary, and all policies covering the same shall contain a standard mortgagee clause acceptable to Beneficiary, making all losses, if any, payable to Beneficiary, its successors or assigns, as its interest shall appear. If Grantors default in obtaining the aforesaid insurance, the Beneficiary or the owner or holder of said secured Note, may procure said insurance and any and all sums paid in procuring said insurance shall be covered by this conveyance and shall be due and demandable on the date of maturity of the installment which may become due under the terms of this instrument next after such additional items of expense are made or incurred. If any insurance coverage is obtained through Beneficiary upon default, Grantors hereby give to Lender a power of attorney to cancel part or all of that insurance and to apply any returned premiums to Borrower's unpaid balance.

6. If all or any part of the Realty or an interest therein is sold or transferred, including through sale by installment contract, without Beneficiary's prior written consent, Trustee can, at Beneficiary's option, declare the entire principal amount and accrued interest due and payable at once; provided, however, that if Grantors now occupy or will occupy the property, certain sales and transfers, as outlined by The Federal Home Loan Bank Board at 12 C.F.R. Section 591.5, as amended, do not require Beneficiary's prior written consent.

7. If default should be made in the prompt payment of any installment of the debt secured hereby, or charges after maturity as aforesaid or any extension or renewal thereof, or if any execution, attachment, or other writ be levied on said Realty, or if a petition in bankruptcy should be filed by or against Grantors or if Grantors should make an assignment for the benefit of creditors, or if Grantors should fail to keep and perform all terms and conditions herein contained, then, the whole amount remaining unpaid on said Note shall, at the option of the Beneficiary, become due and payable at once without demand. The Trustee hereinafter named in this Deed of Trust, or any successor appointed in his place, shall sell said Realty in accordance with the requirements of appropriate State law, and out of the proceeds arising from such sale, the costs and expenses of executing the Deed of Trust shall be first paid (including trustee's fee and/or attorney's fee), next the amount of said indebtedness then remaining unpaid, and lastly, any balance remaining shall be paid to Grantors.

8. The Trustee of this Deed of Trust is A. W. Donegan, whose residence is 2400 Middle Coff Gulfport 39507
(Street Address) (City)

9. Description of Realty conveyed hereby: The lands and property situated in the county of DeSoto and State of Mississippi, described as: Lot 24 in Wilco Estates Subdivision, in the east half of the southwest quarter on Section 7, Township 4 South Range 7 West, as shown by the plat recorded in Plat Book 9, Page 19-22, in the Office of the Chancery Clerk of Desoto County, Mississippi.

This being the same property conveyed to Andrew Garey Adkins and wife, Sharon B. Adkins, from Henry Richard Ellis and wife, Joan Esther Ellis, by deed dated May 2, 1984, in Book 171, Page 235, in the Register's Office of DeSoto County, Mississippi.
Property Also Known as: 7848 Missy, Hernando, Mississippi
PARCEL NO: 4073-0701-00024

CANCELLED BY AUTHORITY, RECORDED IN BOOK
858 PAGE 639
THIS 26 DAY OF Sept, 19 96

Liens or Encumbrances against Realty (if none, insert "None") None
CHANCERY CLERK J.B. Cleveland

10. The waiver of indulgence of any default with respect to any of the terms and conditions herein contained shall not operate as a waiver of subsequent default. Time is of the essence hereof. Any notices to Grantors shall be sufficiently given if mailed to the address of Grantors shown herein. This Deed of Trust shall insure to the benefit and be binding upon Grantors and Beneficiary and their respective heirs, personal representatives, successors, and assigns.

IN WITNESS WHEREOF Grantors have hereunto set their hands and seals, this 23rd August, 19 93, Signed, sealed and delivered in the presence of

(Witness) W. N. Page
(Witness) R. L. Davis
(Grantor) Andrew Garey Adkins (SEAL)
(Grantor) Sharon B. Adkins (SEAL)

ACKNOWLEDGEMENT

STATE OF ~~MISSISSIPPI~~ TENNESSEE
COUNTY OF Shelby

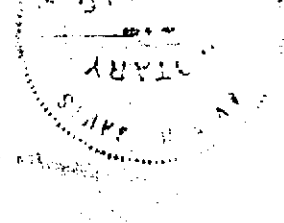
Personally appeared before me, the undersigned authority in and for said County and State, the within named Andrew Garey Adkins
and Sharon B. Adkins, who acknowledge that they signed and delivered the foregoing
instrument on the day and year therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, on this, the 23rd day of August, 19 93.

My Commission Expires:

4-29-97

[Signature]
NOTARY PUBLIC



STATE MS.-DESOTO CO. W.D.
FILED W.D.

AUG 26 1 34 PM '93

BK 657 PG 128
W.E. DAVIS CLK.
By: W. Woodard, S.C.

1100 pd Ron
RECORDED FOR 500.00 BY THE CLERK OF THE COURT
IN THE COUNTY OF SHELBY, TENN. BY THE
RECORDING, THE 8/26/93

DEED OF TRUST

To

Trustees for
Commercial Credit Corporation
(Beneficiary)

Received for record this..... day

of....., 19...

at..... M

Recorded in.....

No....., Page.....

..... Clerk

By..... Deputy